

Magnum First (Magnum) manufactured products have a standard two (2) year warranty from Magnum invoice date.

Magnum warrants our products to be free from defects in materials and workmanship under normal installation, use, and operating conditions. This excludes any software, including software included in any purchased devices or provided with any purchased devices that are not Magnum products. In the event of such defect as determined by Magnum, the devices will either be repaired promptly without charge, or at our option replaced with a new product of equal or superior value if delivered to Magnum, at the cost of purchaser, or an authorized service center along with the sales slip or proof of purchase. This is purchaser's exclusive remedy. The warranty **EXCLUDES** any coverage due to normal wear and tear, abuse, shipping damage in transit or from handling, or failure to use the device in accordance with the device's instructions and design; to include any modifications or alterations made to, or maintenance performed by customer or any third party; to include any non-conformance or defect of any devices caused by third party software, hardware, or other equipment used with, installed on, or accompanying the devices; to include devices subjected to operating or environmental conditions in excess of limits established by the specifications or documentation, or otherwise has been subjected to accident, mishandling or abuse, damage, misuse (including, but not limited to use contrary to or not otherwise prescribed by the written specifications, or negligence), neglect or alteration, or improper or unauthorized installation, maintenance or repair, overloading, power failures, power surges, air conditioning failure, humidity, or re, explosion, earthquake, or other force majeure events. The devices Limited Warranty does not include or cover the cost of on-site services, labor, installation, commissioning, removal, re-installation or re-commissioning and any other work. This warranty is void in the event **of unauthorized repair, modification, tampering or removal of defacing of product labeling as well as improper installation** or application for which it is not intended. Magnum reserves the right to examine the product for defects or other proof to substantiate the defect. If there is a warranty claim occurring outside the continental United States, all export taxes, duties and fees shall be at the expense of the customer.

WARRANTY DISCLAIMER. EXCEPT FOR THESE Magnum LIMITED WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNLESS OTHERWISE AGREED IN WRITING WITH THE APPLICABLE ENTITY, Magnum AND ITS SUPPLIERS, DISTRIBUTORS AND REPRESENTATIVES, MAKE NO OTHER EXPRESS OR IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED, INCLUDING WARRANTIES ARISING BY STATUTE, COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS SPECIFIED IN THESE LIMITED WARRANTIES (OR A MUTUALLY AGREED WRITING),

LIMITATION OF LIABILITY. UNLESS MAGNUM AND CUSTOMER HAVE AGREED TO A LIMITATION OF MAGNUM'S LIABILITY IN A PURCHASE AGREEMENT FOR THE DEVICES, THE FOLLOWING TERMS WILL APPLY. MAGNUM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE DEVICES SHALL BE LIMITED TO THE AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER FOR THE APPLICABLE DEVICES. IN NO EVENT SHALL MAGNUM BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE. IN NO EVENT SHALL MAGNUM BE LIABLE TO CUSTOMER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES (AND, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES OR PROFITS, OR DAMAGES OR LOSSES DUE TO A DELAY OR FAILURE TO PERFORM ANY WARRANTY OBLIGATION UNDER THESE TERMS OR ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF ANY DEVICES), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE) AND WHETHER OR NOT MAGNUM HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

SUPPLIERS. THE LIMITATIONS HEREIN SHALL ALSO APPLY IN FAVOR OF MAGNUM'S SUPPLIERS.

HAZARDOUS USE RESTRICTION. THE DEVICES ARE NOT DESIGNED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS, OR ANY OTHER SYSTEM WHOSE FAILURE COULD LEAD TO INJURY, DEATH, ENVIRONMENTAL DAMAGE, OR MASS DESTRUCTION.

GOVERNING LAW. THESE TERMS WILL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO.